210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings, Inc.	Case 1	No. <u>08-13555</u>	(JMP)
PARTIAL TRANSFER OF CLAIM OT	THER THAN F	OR SECURIT	<b>Y</b>
A CLAIM HAS BEEN FILED IN THIS CASE or de Transferee hereby gives evidence and notice pursuan the transfer, other than for security, of the claim refer	t to Rule 3001(e)	)(2), Fed. R. Ba	ankr. P., of
Bank Julius Bär & Co. AG	EFG Bank AG		
Name of Transferee	Nan	ne of Transfero	r
Name and Address where notices to	Court Claim #		55837
transferee should be sent:	Amount of Claim:	Note: This is Transfer of C	
Bank Julius Baer & Co. Ltd.		Attached Evid	
Legal Products & Services		Transfer of C	laim for
P.O. Box, CH-8010 Zurich, Switzerland	n	Details.	
Fax +41 58 887 0008	Date Claim Filed:	10/29/2009	
Phone: + 41 58 887 7336	Phone:	110.00	
Email: patrik.roos@juliusbaer.com		C 1	
Last Four Digits of Acct #: _n/a	Last Four Digit	ts of Acct #:	_n/a
Name and Address where transferee payments should be sent (if different			
from above):			
Phone:			
Last Four Digits of Acct #:			
I declare under penalty of perjury that the informatio to the best of my knowledge and belief.	n provided in thi	is notice is true	and correct
By: Davis Polk & Wardwell LLP as counsel for Tr	ransferee D	Date: 3/15/	רוטב'
James I. McClammy			
Penalty for making a false statement: Fine of up to or both. 18 U.S.C. §§	\$500,000 or imp 152 & 3571.	risonment for t	up to 5 years,

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

## TO: THE DEBTOR AND THE BANKRUPTCY COURT

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, EFG BANK AG (the "Transferor") hereby unconditionally and irrevocably transfers and assigns to BANK JULIUS BÄR & CO. AG (the "Transferee"), and Transferee hereby agrees to receive, as of the date hereof, (a) an undivided interest in 2.1408% of the US\$ 2,335,579 claim relating to the security with ISIN XS0338492571 specified in Schedule 1 attached hereto (the "Claim"), in Transferor's right, title and interest in and to the claim relating to the security with XS0338492571 in the Proof of Claim Number 55837 filed by or on behalf of EFG Bank AG (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Transferor relating to the Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Claim, and (iv) any and all of Transferor's right, title and interest in, to and under the transfer agreements, if any, under which the Transferor or any prior party acquired the rights and obligations underlying or constituting a part of the Claim, but only to the extent related to the Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b) and (c), the "Transferred Claims"), and (d) the security relating to the Claim and specified in Schedule 1 attached hereto (the "Transferred Security").
- 2. Transferor hereby represents and warrants to Transferee that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Transferor owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Transferor or against Transferor; (d) Transferor is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Transferred Claims specified in Schedule 1 attached hereto; and (f) Transferor has not engaged in any acts, conduct of omissions, or had any relationship

with the Debtor or its affiliates, that will result in Transferee receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

- 3. Transferor hereby waivers any objection to the transfer of the Transferred Claims to Transferee on the books and records of the Debtor and the Court, and hereby waivers to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Transferor by Transferee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Transferee agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Transferor transferring to Transferee the Transferred Claims, recognizing Transferee as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Transferee.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Transferee shall be entitled to transfer its rights hereunder without any notice to or the consent of Transferor. Transferor hereby agrees to indemnify, defend and hold Transferee, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Transferor's breach of its representations and warranties made herein.
- 5. Transferor shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Transferor in respect of the Transferred Claims to Transferee. Transferor has transferred, or shall transfer as soon as practicable after the date hereof, to Transferee the Transferred Security to such account, via Euroclear or Clearstream (or similar transfer method), as Transferee may designate in writing to Transferor. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Transferred Security.
- 6. Each of Transferor and Transferee agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Transferor's and Transferee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Transferor and Transferee each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 8th day of March 2011.

BANK JULIUS BÄR & CO. AG

Name:

Title: Fx. Bratev

Bahnhofstrasse 36 8010 Zurich

Switzerland

7. Such kartt Tabian Anrakadt Pirector

EFG Bank AG

Name: Frederick Link

Title: Senior Vice President

Name: Silvio Ammann Title: Senior Vice President

Bahnhofstrasse 16 8022 Zurich Switzerland

Schedule I

Transferred Claims

2.1408% of \$2,335,579 being US\$50,000 (the outstanding amount of the Proof of Claim as of March 8, 2011). Transferred Claims

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN	Issuer	Gusrantor	Principal/Notional Amount	Coupon	Accrued Amounts (as of Proof of Claim Filing	
	XS0338492571	Lehman Brothers Treasury Co B.V.	Lehman Brothers USD 2,335,579 Holdings Inc.	USD 2,335,579	%[ ].	USD 2,335,579	-
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